

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

OLYMPIC PLAZA OWNERS ASSOCIATION, a
Washington Non-Profit Corporation,

Plaintiff,

v.

SAFECO INSURANCE COMPANY OF
AMERICA, a New Hampshire corporation;
ALLSTATE INSURANCE COMPANY, an
Illinois corporation; EVANSTON INSURANCE
COMPANY, an Illinois Corporation; GOLDEN
BEAR INSURANCE COMPANY, a California
corporation; SENECA INSURANCE
COMPANY, INC., a New York corporation;
ASPEN SPECIALTY INSURANCE COMPANY,
a North Dakota corporation, and DOE
INSURANCE COMPANIES 1-10,

Defendants.

NO.

**PLAINTIFF OLYMPIC PLAZA OWNERS
ASSOCIATION COMPLAINT FOR
DECLARATORY RELIEF AND
MONETARY DAMAGES**

JURY DEMAND

Plaintiff Olympic Plaza Owners Association (the "Association") alleges as follows:

I. INTRODUCTION

1.1 This is an action for declaratory judgement and money damages, seeking:

(A) A declaration of the rights, duties and liabilities of the parties with respect to certain
controverted issues under insurance policies issued to the Association, respectively, by Safeco
Insurance Company of America, Allstate Insurance Company, Evanston Insurance Company,
Golden Bear Insurance Company, Seneca Insurance Company, and Aspen Specialty Insurance

Company. The Association is seeking a ruling that insurance policies issued by the above-listed insurers provide coverage for the damage at the Olympic Plaza Condominium and that the above-listed insurers are liable for money damages for the cost of investigating and repairing the damage at the Olympic Plaza Condominiums.

(B) Attorneys' fees (including expert witness fees) and costs.

(C) Any other relief the Court deems just and equitable.

II. PARTIES AND INSURANCE CONTRACTS

2.1 The Association. The Association is a nonprofit corporation organized under the laws of the state of Washington with its principal place of business located in Seattle, Washington. The Association has the duty to maintain the common elements and any limited common elements of the Olympic Plaza Condominium for the common enjoyment of the unit owners. The Olympic Plaza Condominium consists of one (1) building with eighteen (18) residential units located at 654 W Olympic Place, Seattle, Washington (the "Olympic Plaza Property").

2.2 Safeco Insurance Company of America. Safeco Insurance Company of America ("Safeco") is incorporated under the laws of New Hampshire with its principal place of business in Boston, Massachusetts. Safeco is registered and authorized to sell insurance in the State of Washington. Safeco sold property insurance policies to the Association including but not limited to Policy Number: CP 8439721 (in effect from at least 1987 until 1991). The Association is seeking coverage for all policies issued by Safeco.

2.3 Allstate Insurance Company. Allstate Insurance Company ("Allstate") is incorporated under the laws of Illinois with its principal place of business in Northbrook, Illinois. Allstate sold property insurance policies to the Association including but not limited to Policy Numbers: 050 484050 (from at least 1991 until 1996); and 050 789859 (in effect from at least 2003 until 2011). The Association is seeking coverage for all policies issued by Allstate.

2.4 Evanston Insurance Company. Evanston Insurance Company ("Evanston") is incorporated under the laws of Illinois with its principal place of business in Rosemond, Illinois. Evanston sold property insurance policies to the Association including but not limited to Policy Numbers:

PBY026516 (in effect from at least 2016 until 2018); PBY026519 (in effect from at least 2019 until 2020); and PBY026520 (in effect from at least 2020 until 2021). The Association is seeking coverage for all policies issued by Evanston.

2.5 Golden Bear Insurance Company. Golden Bear Insurance Company (“Golden Bear”) is incorporated under the laws of Stockton with its principal place of business in Stockton, California. Golden Bear sold property insurance policies to the Association including but not limited to Policy Numbers: PBY026519 (in effect from at least 2019 until 2020); and PBY026520 (in effect from at least 2020 until 2021).

2.6 Seneca Insurance Company, Inc. Seneca Insurance Company, Inc. (“Seneca”) is incorporated under the laws of New York with its principal place of business in New York, New York. Seneca sold property insurance policies to the Association including but not limited to Policy Numbers: ESP 1400270 (in effect from at least 1998 until 2003); DCP 1400134 (in effect from at least 2003 until 2004); and CMP 3311643 (in effect from at least 2018 until 2019). The Association is seeking coverage for all policies issued by Seneca.

2.7 Aspen Specialty Insurance Company. Aspen Specialty Insurance Company (“Aspen”) is incorporated under the laws of North Dakota with its principal place of business in Rocky Hill, Connecticut. Aspen sold property insurance policies to the Association including but not limited to Policy Numbers: PBY026516 (in effect from at least 2016 until 2018); PBY026519 (in effect from at least 2019 until 2020); and PBY026520 (in effect from at least 2020 to 2021). The Association is seeking coverage for all policies issued by Aspen.

2.8 Doe Insurance Companies 1-10. Doe Insurance Companies 1-10 are currently unidentified entities who, on information and belief, sold property insurance policies to the Association that cover the Olympic Plaza Property.

2.9 Olympic Plaza Insurers. Safeco, Allstate, Evanston, Golden Bear, Seneca, Aspen and Doe Insurance Companies 1-10 shall be collectively referred to as the “Olympic Plaza Insurers.”

2.10 Olympic Plaza Policies. The policies issued to the Association by the Olympic Insurers shall be collectively referred to as the “Olympic Plaza Policies.”

1 **III. JURISDICTION AND VENUE**

2 3.1 This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332
3 (diversity jurisdiction) as the parties are completely diverse in citizenship and the amount in
4 controversy exceeds \$75,000.

5 3.2 Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) as the Olympic Plaza
6 Insurers marketed and sold insurance to the Association in King County; a substantial part of the
7 events giving rise to the claim, including the breach of contract, occurred in King County; and the
8 insured condominium building is located in King County.

9 **IV. FACTS**

10 4.1 Incorporation by Reference. The Association re-alleges the allegations of paragraphs 1.1
11 through 3.2, above, as if fully set forth herein.

12 4.2 Tender to Olympic Plaza Insurers. On December 15 and 16, 2021, the Association
13 tendered claims for insurance coverage to the Olympic Plaza Insurers for hidden damage recently
14 discovered by Evolution Architecture, LLC (“Evolution”). The Association understands from
15 Evolution that the cost to repair the covered hidden damage at the Olympic Plaza Property is
16 substantially over the jurisdictional limit of \$75,000.

17 **V. FIRST CLAIM AGAINST OLYMPIC PLAZA INSURERS FOR**
18 **DECLARATORY RELIEF THAT THE OLYMPIC PLAZA POLICIES PROVIDE**
19 **COVERAGE**

20 5.1 Incorporation by Reference. The Association re-alleges and incorporates by reference the
21 allegations of paragraphs 1.1 through 4.2, above, as if fully set forth herein.

22 5.2 Declaratory Relief. The Association seeks declaratory relief from the Court in the form of
23 determinations regarding the following disputed issues:

24 (A) The Olympic Plaza Policies cover the hidden damage to exterior building
25 components including sheathing, framing, and weather resistive barrier at the Olympic Plaza
26 Property discovered by Evolution.

(B) No exclusions, conditions, or limitations bar coverage under the Olympic Plaza
Policies.

(C) The loss or damage to the Olympic Plaza Property was incremental and progressive. New damage commenced during each year of the Olympic Plaza Policies.

(D) As a result, the Olympic Plaza Policies cover the cost of investigating and repairing hidden damage to exterior building components including sheathing, framing, and weather resistive barrier at the Olympic Plaza Property.

VI. PRAYER FOR RELIEF

WHEREFORE, the Association prays for judgment as follows:

6.1 Declaratory Judgment Regarding Coverage. A declaratory judgment that the Olympic Plaza Policies provide coverage as described herein.

6.2 Money Damages. For money damages in an amount to be proven at trial.

6.3 Attorneys' Fees and Costs of Suit. For reasonable attorneys' fees (including expert fees) and costs. *See Olympic Steamship Co. v. Centennial Ins. Co.*, 117 Wn.2d 37, 811 P.2d 673 (1991), and RCW 48.30.015.

6.4 Other Relief. For such other and further relief as the Court deems just and equitable.

IX. DEMAND FOR JURY TRIAL

7.1 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, the Association demands trial by jury in this action of all issues so triable.

DATED this 16th day of December, 2021.

STEIN, SUDWEEKS & STEIN, PLLC

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/s/ Justin D. Sudweeks

/s/ Daniel Stein

/s/ Dylan Hannafious

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